

**FIRE DEPARTMENT AGREEMENT
JOINTLY OPERATED BY AND BETWEEN
VILLAGE OF CEDAR GROVE, SHEBOYGAN COUNTY, WISCONSIN
AND
TOWN OF HOLLAND, SHEBOYGAN COUNTY, WISCONSIN**

THIS AGREEMENT is made and entered into effect **JANUARY 1, 2009** between the **VILLAGE OF CEDAR GROVE** (hereinafter referred to as "**VILLAGE**"), a Wisconsin municipal corporation, and the **TOWN OF HOLLAND** (hereinafter referred to as "**TOWN**"), both of Sheboygan County, Wisconsin, to provide for the operation of a joint Fire Department to provide fire protection for property within the Village and a part of the Town.

NOW, THEREFORE, the Village, by the Village Board, and the Town, by the Town Board, do hereby agree to the following. Pursuant to the provisions of §66.0301, Wisconsin Statutes, which authorizes cooperative agreements between municipalities, and §60.55, Wisconsin Statutes, which obligates Town Boards to provide fire protection for the Town and to enter into agreements with other municipalities for fire protection devices and purchase of equipment, and §61.34, Wisconsin Statutes, which authorizes general powers to Village Boards to act for the good order of the Village and for its health, safety and welfare, and in consideration of the mutual covenants herein contained,

IT IS AGREED by the parties as follows:

1. **INSURANCE COVERAGE**: The Village shall obtain insurance protection, the costs of which the parties shall share equally, for property and casualty insurance coverage at replacement cost for the Fire Department vehicles and equipment. The Village shall also obtain liability insurance coverage covering the Fire Department and both parties of this Agreement as well as the firefighters at a minimum of \$1,000,000.00 per occurrence which cost will be covered as an operating cost under Section 6 of this Agreement. Each party shall hold the other harmless from claims, suits and damages in any claim or litigation arising out of services provided by the Fire Department under this Agreement.
2. **PURCHASE OF TRUCKS**: The parties shall share equally the costs of trucks. Such trucks purchased during the term of this Agreement shall be owned 50% by the Village and 50% by the Town.
3. **TRAINING**: The parties shall share equally the costs of the Fire Department training wages.
4. **RENT OF THE FIREHOUSE**: The parties shall share equally the costs of rent for the firehouse. The firehouse located in the Village has been built, improved and maintained at the sole expense of and is entirely owned by the Village. The parties

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agree that the fair rent would be \$27,000.00 per year. The rent shall automatically increase three percent (3%) each year commencing January 1, 2010 and on each January 1st thereafter. Therefore, the amount paid by the Town is a 50% contribution or \$13,500.00 per year, adjusted annually. Repairs, improvements and insurance of the firehouse structure, heating and cooling equipment, parking lot, and other capital assets are the sole responsibility of the Village as the facility owner. All operating expenses pertaining to use of the firehouse are covered under the Operating Costs section of this Agreement.

5. **BILLING FOR WATER:** The public water system within the Village is entirely owned, operated and maintained by Cedar Grove Utilities, a wholly owned entity of the Village. Cedar Grove Utilities may optionally bill for water it provides for public fire protection purposes. The billing method and charges for such water shall be in accordance with the guidelines set forth by the Public Service Commission of Wisconsin. The billing shall include a separate "hook up" charge for each time a truck is filled but shall not include hydrant rental.

6. **OPERATING COSTS:** All costs of operating the Fire Department not specified above shall be shared according to a rolling average of the most recent ten (10) completed years based on the number of calls in the Village (or number of calls in the Town) divided by the total number of calls for the year (calls made in the Village and Town). This running average ratio shall be recalculated after each newly completed year for the length of the Agreement. These operating costs shall include, but are not limited to, operating and maintenance of Fire Department vehicles, firefighter fees/charges, firehouse operating expenses and any and all other operating expenses including liability insurance. These other operating expenses include equipment purchases, but not the purchase of trucks. Operating expenses related to the firehouse located in the Village shall include utilities, cleaning, heat, telephone and other costs related directly to the use of the building.

7. **MAJOR DECISIONS:** All major decisions regarding the Fire Department, including future truck and equipment purchases, shall be made only upon agreement between the Village and the Town.

8. **BILLING FOR SERVICES RENDERED:** The Fire Department may, at its sole discretion, bill the recipient of services for any Fire Department service provided. Such billing is the sole responsibility of the Fire Department and any fees received shall be paid to the Fire Department as income to the Fire Department.

9. **FIRST RESPONDERS:** This Agreement does not cover First Responders, their services, equipment or expenses.

10. **TERM:** This Agreement shall commence January 1, 2009 and terminate on December 31, 2012. This Agreement shall be automatically renewed for a one (1) year term unless either party notifies the other party in writing no later than the preceding June 30th that it does not agree to another automatic renewal.

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DATED: _____, 2008. DATED: _____,
2008.

VILLAGE OF CEDAR GROVE

TOWN OF HOLLAND

By _____

By _____
GENE JENTINK, President

DONALD BECKER, Chairman